

**IN WITNESS WHEREOF**, the parties have executed this Amendment No. 4 to Lease Agreement Number 48725, effective as of the date first above written.

**LESSEE**  
D.C. GOLF

By: 

Douglas W. Colliflower  
Managing General Partner

**APPROVED AS TO FORM:**

ANDREA SHERIDAN ORDIN  
County Counsel

By:   
Christina A. Salseda, Principal Deputy



WILLIAM T FUJIOKA  
Chief Executive Officer

## County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, California 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

May 18, 2010

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PARKS AND RECREATION:  
APPROVAL OF LEASE AMENDMENTS TO COUNTY CONTRACTS NO. 48724  
AND 48725 FOR OPERATION OF ALTADENA AND EATON CANYON COUNTY  
GOLF COURSES  
(FIFTH DISTRICT) (3 VOTES)**

**SUBJECT**

Amendment of existing operating lease agreements at two County golf courses is recommended to resolve a rent adjustment request and establish a more appropriate rent structure.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the approval of the amendments to the subject lease agreements are categorically exempt projects under California Environmental Quality Act guidelines in accordance with Article 19, Section 15301(a) and (d); and
2. Approve and instruct the Director of the Department of Parks and Recreation to execute the amendments to Lease Agreements Numbers 48724 and 48725 with DC Golf, for the continued operation of Altadena and Eaton Canyon County Golf Courses, modifying the rent structure and providing for the repayment of past due rent except for late fees, effective May 1, 2010.

Board of Supervisors  
GLORIA MOLINA  
First District

MARK RIDLEY-THOMAS  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

*"To Enrich Lives Through Effective And Caring Service"*

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## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended actions will resolve a rent adjustment request and an issue involving past due rent at the Altadena and Eaton Canyon Golf Courses, by amending the subject lease agreements to provide a modified rent structure that will enable the County to recover an appropriate level of unpaid past rent and establish a revised rent schedule that is acceptable to the Department of Parks and Recreation (Department) and DC Golf, the operator of the subject golf courses.

### **Background**

In October 1984, the County entered into two separate lease agreements (Lease Numbers 48724 and 48725) with David Cink and Doug Colliflower (Cink/Colliflower) for the operation of Altadena and Eaton Canyon Golf Courses. In 1992, Cink/Colliflower assigned the lease agreements to DC Golf, a limited partnership. Since then, your Board has approved three amendments to each agreement. Under the agreements, as currently amended, rent payments to the County are based upon a percentage of gross monthly receipts at each golf course or a minimum base rent of \$322,500 for both facilities, whichever is greater. Pursuant to this structure, through 2003, the combined annual rent payment on both courses averaged \$480,000.

In August 2003, DC Golf reported that the annual rent payments due under the rent structure could not be sustained due to a continuing decline in golf revenue and subsequently requested a readjustment in rent. Such a request is permitted under Section 5.01 of the lease agreements, which provides "*The minimum rentals and/or percentage provided for hereinafter shall be subject to readjustment upon demand therefore by either party within ninety (90) days preceding the first anniversary date of this agreement.*"

In June 2005, while the Department was reviewing financial records and considering DC Golf's rent reduction request, DC Golf briefly ceased making rental payments. DC Golf resumed rent payments in December 2005 and continued to make timely payments through March 2006, after which it again ceased to make rent payments. Overall, DC Golf failed to pay \$2,170,053 in overdue rent payments and late fees.

### **Independent Analysis**

In order to address the request for rental modification, the Department and the Chief Executive Office (CEO), engaged an independent consultant, Economic Research Associates (ERA) to conduct a market and financial evaluation of the Altadena and Eaton Canyon Golf Courses in 2006. The study was to assist in determining whether or not DC Golf was justified in requesting a reduction in the rental amount, pursuant to Section 5.01 of the agreements. The ERA study found that the operation of these two

courses was handicapped by the following factors:

- Rounds of golf played in Southern California and the nation overall, have declined significantly over the past decade;
- The revenue potential at nine-hole golf courses is constrained by lower green fee rates than those charged at 18-hole courses; and
- The expense of operating two nine-hole golf courses was inherently less efficient and subsequently more costly than a single 18-hole golf course and were exacerbated at the Altadena/Eaton Canyon courses by higher water costs.

The ERA study further noted that the Southern California golf market had indeed softened since 2000 due to a decrease in rounds played, competition from new courses, and a sluggish economy. Since 2001, the rounds of play at the Altadena/Eaton Canyon courses declined from 151,000 to 118,000, before recovering slightly in 2009, to 121,000 rounds. In addition to the declining golf market, the ERA study found that DC Golf's revenue potential was constrained by a green fee structure that is 43 percent lower than that imposed at the County's 18-hole courses. Weekend green fees at the nine-hole Altadena or Eaton Canyon course, for example, are \$18.25 versus \$33.00 at an 18-hole course.

The revenue limitations on the Altadena and Eaton Canyon courses are matched by challenges in managing expenditures on two, nine-hole courses. The geographic separation of the two courses results in redundant maintenance and operational costs. Moreover, DC Golf is required to pay a 35 percent surcharge to the City of Pasadena for irrigation water, for Altadena Golf Course. The combination of revenue constraints, expenditure redundancy, and water surcharges detailed in the following table, resulted in a negative cash flow commencing in 2004 that ultimately led to DC Golf's nonpayment of rent obligation to the County.

**Altadena and Eaton Canyon Golf Courses  
Profit and Loss History**

	<b>2004</b>	<b>2005</b>	<b>2006</b>	<b>2007</b>	<b>2008</b>	<b>2009</b>
Rounds	132,000	123,000	123,000	120,000	118,000	121,000
Revenue	\$2,536,064	\$ 2,414,432	\$2,346,205	\$ 2,372,218	2,580,818	\$2,892,224
Expense (1)	2,312,820	2,544,824	2,641,228	2,771,900	2,442,444	2,625,257
Net Income	\$ 223,244	\$ (130,392)	\$(295,023)	\$ (402,682)	\$ 138,374	\$ 266,967
Rent Due	(458,143)	\$ (436,888)	(404,311)	(442,738)	(458,447)	(473,103)
Total Loss	\$ (234,899)	\$ (567,280)	\$ 699,334)	\$ (845,420)	\$ (320,073)	\$ (206,136)

(1) Excluding rent

Based on its analysis, the ERA study concluded that the rent structure could not be sustained by DC Golf and recommended that rent at the Altadena and Eaton Canyon courses be reduced by 50 percent and that measures be taken to reduce ongoing water costs.

Based on the findings of the ERA study, the CEO and the Department have negotiated a settlement with DC Golf. The recommended settlement establishes a revised rental structure, in accordance with the ERA study, that:

- Imposes a new cumulative rental amount, equal to approximately 50 percent of the current rate, from the date DC Golf requested a rent modification, thereby deleting the requirement that DC Golf pay a percentage of gross receipts to the County; and
- Requires DC Golf to repay the past due rent, except for the late fees. The past due rent, as per the terms of the proposed agreements, has been similarly adjusted to reflect the revised 50 percent rent rate.

**I. Calculation of Adjusted Monthly Base Rent Amount**

Rent Paid Since 12/03 (22 months)	\$ 794,119
Rent Past Due (55 months)	<u>\$ 2,128,321</u>
Total Rent	\$ 2,922,440
Average Monthly Rent (over 77 months)	\$ 37,954
<b>Adjusted Monthly Base Rent (50% of Average Monthly Rent)</b>	<b>\$ 18,977</b>

**II. Calculation of Monthly Repayment of Past Due Rent**

Rent Past Due	\$ 2,128,321
Less: Credit for waived late fees	( 41,732)
Credit for Rent Paid Since 12/03	<u>( 794,119)</u>
Adjusted Rent Past Due	\$ 1,292,470
Monthly Payment of Rent Past Due Over Remaining 55 Months	\$ 23,500
<b>Adjusted Monthly Repayment at 50%</b>	<b>\$ 11,750</b>

**III. Total Combined Monthly Rent**

<b>Adjusted Monthly Base Rent</b>	<b>\$ 18,977</b>
<b>Adjusted Monthly Repayment of Past Due Rent</b>	<b><u>11,750</u></b>
<b>Total Combined Monthly Rent</b>	<b>\$ 30,727</b>

The revised monthly rent rate will equal \$30,727, comprised of \$18,977 for the current monthly payment plus \$11,750 for repayment of the discounted past rent due. On an annual basis, the Department will realize \$368,724 in revenue for each of the five remaining years of the lease.

To ensure the new rent is sustainable, the Department has worked with DC Golf to restructure staffing levels and to reduce water consumption at the two golf courses. At Altadena, the Department is developing a plan to reduce turf coverage by 30 percent, thereby reducing water consumption by a corresponding amount and generating annual water cost savings of up to \$100,000. At Eaton Canyon, playing areas that are identified as non-essential will be targeted for a water consumption reduction of 20 percent, which will yield annual savings of up to \$48,000. The reductions in operating expense will generate savings and allow DC Golf to meet the payment obligations.

To avoid any future situation of nonpayment of rent in those concession agreements, which allow operators to request a rental modification, the Department's Contract Compliance unit shall work closely with the CEO and County Counsel, to develop a procedure and training program to resolve any issues.

The new lease amendments will resolve all outstanding issues by reducing the minimum rent payment and provide for the repayment of past due rent. Further, the Department will continue to assist DC Golf in an effort to reduce water consumption at both golf courses. Accordingly, the CEO believes that the County shall receive a fair return in rent from the lessee.

#### **FISCAL IMPACT/FINANCING**

Based on the ERA recommendation, the monthly rent shall be reduced by approximately one-half from \$17,173 to \$8,587 for Altadena, and from \$20,781 to \$10,390 for Eaton Canyon. The new rent amount is a flat rate applied for the period beginning 2003, when DC requested the readjustment. The new monthly rent, including the past due payment, shall be \$13,822 (\$165,864 annually) for Altadena and \$16,905 (\$202,860 annually) for Eaton Canyon.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

In October 1984, the County entered into two separate operating agreements with Cink/Colliflower for the operation of Altadena and Eaton Canyon Golf Courses. The agreements each provide that either party may demand readjustment of rent. Upon resolution of the rent adjustment, the new rental amount is to apply back to the anniversary date of the agreement. The agreements provide that the County may terminate for default; however, they do not contain a Termination for Convenience clause.

The agreements were initially for a 15 year term. However, in December 1990, pursuant to Amendment No. 1, the County agreed to extend the term of the agreements for an additional 15 years, through November 30, 2014, in exchange for approximately \$550,000 in capital investment by Cink/Colliflower for irrigation systems at both courses.

In 1992, the County approved an assignment of lease from Cink/Colliflower to DC Golf, a limited partnership. Thus, the County's agreements are now with DC Golf.

In May 1998, pursuant to Amendment No. 2, the County agreed to reduce the percentages of driving range, cart rental, and green fees collected at both golf courses in exchange for an increase to the monthly minimum rent. Accordingly, the monthly minimum rent increased from \$96,000 to \$144,000 at Altadena, and from \$96,000 to \$178,500 at Eaton Canyon. The driving range rental percentage was decreased from 22 percent to 15 percent, cart rental from 28 percent to 20 percent, and green fees from 32 percent to 20 percent.

Amendment No. 3, executed in September 2002, amended the agreements to increase the amount of gross green fee revenues paid into the Capital Trust Fund from 10 percent to 15 percent, and to require a \$1 contribution for the County's Junior Golf program.

#### **ENVIRONMENTAL DOCUMENTATION**

The approval of the amendments to the leases for Altadena and Eaton Canyon Golf Courses is categorically exempt from the California Environmental Quality Act as specified in the Environmental Document Reporting Procedures and Guidelines under Class 1:r, adopted by your Board on November 17, 1987.

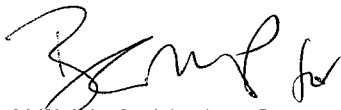
#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There will be no impact on current public services.

**CONCLUSION**

The recommended amendments to the lease agreements with DC Golf for the operation of the Altadena and Eaton Canyon Golf Courses will resolve longstanding issues with the rent structure and related operational costs to the benefit of both the contractor and the County of Los Angeles.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'W. Fujioka', is written over the printed name.

WILLIAM T FUJIOKA  
Chief Executive Officer

WTF:SK:DJT  
RB:AH:zu

Attachments

c: Executive Office, Board of Supervisors  
County Counsel  
Department of Parks and Recreation  
DC Golf



**AMENDMENT NUMBER 4 TO LEASE AGREEMENT NUMBER 48724  
FOR THE OPERATION AND MAINTENANCE OF  
ALTADENA COUNTY GOLF COURSE**

This Amendment to Lease Agreement No. 48724 (hereinafter: "Amendment") made and entered into this first (1<sup>st</sup>) day of May 2010,

By and between the

**COUNTY OF LOS ANGELES,**  
a body corporate and politic, hereinafter  
referred to as "County",

and

**D.C. GOLF,** a California limited  
partnership hereinafter referred to as  
the "Lessee";

**WITNESSETH:**

**WHEREAS,** County and Lessee have entered into County Lease Agreement Number 48724, as amended, (hereinafter: the "Lease") on October 30, 1984, for the operation and maintenance of Altadena County Golf Course; and

**WHEREAS,** Lessee and County entered into Amendment Number 1 to the Lease (Amendment 1) dated December 6, 1990, providing for a fifteen year extension to the Lease in return for the Lessee's installation on a new golf course irrigation system; and

**WHEREAS,** Lessee and County entered into Amendment Number 2 to the Lease (Amendment 2) dated May 12, 1998 in which the Lessee exercised it's right pursuant to Section 5.01 of the Lease in which parties agreed to a readjustment of the Lease rent percentages; and

**WHEREAS,** Lessee and County entered into Amendment Number 3 to the Lease (Amendment 3) adjusting the percentage of green fees revenues to the Altadena County Golf Course Capital Improvement Trust Fund; and Lessee agreed to implement the County's Junior Golf Program.

**WHEREAS**, County agrees to commit funding for a turf renovation project with the intent to reduce irrigated turf coverage by up to thirty percent (30%); and

**WHEREAS**, Lessee agrees to implement the County's Golf Course Improvement Fee (GCIF); and

**WHEREAS**, Lessee has exercised its right pursuant to Section 5.01 of the Lease, and requested a readjustment of the Lease rent percentages, and as a result of the readjustment negotiation the parties have agreed on mutually acceptable terms and conditions; and

**WHEREAS**, Lessee and County mutually desire to further amend the Lease in order to reflect said terms and conditions as to Payment of Rental to be made by lessee as well as provisions regarding the County's Capital Improvement funding, the County's Golf Course Improvement Fee, Lessee Responsibility of Debarment, No Payment for Services, Jury Service Program, Baby Safe Surrender Law, Federal Earned Income Credit, Contract Enforcement, Recycled Paper, Smoking Ban Ordinance and Entire Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions, and promises contained herein the parties do agree as follows:

## **1. PRIORITY OF AMENDMENTS**

In the event of any conflict or inconsistency in the definition or interpretation of any work, responsibility, schedule, or contents or description of task, deliverable, goods, service, or works, or otherwise between the Lease, as amended and Amendment Number 4, such conflict or inconsistency shall be resolved by giving precedence to Amendment Number 4 and then to the Lease and Amendments 1 through 3.

## **2. PAYMENT OF RENTAL**

2.01 The existing Section 2.0, Payment of Rental, of Amendment 2 is deleted in its entirety and replaced by the following:

"5.04 Lessee shall pay County for use granted herein a fixed monthly amount of Thirteen Thousand Eight Hundred Twenty Two Dollars and No

cents (\$13,822.00) calculated as identified in this Amendment as Exhibit 1. In the event of a Board of Supervisors approved green fee increase, the lessee shall pay the County fifty percent (50%) of the cumulative total of the green fee increase, exclusive of the fixed monthly amount. The monthly Capital Improvement Trust Fund Payment made by the Lessee commencing with the effective date of this amendment through the thirtieth (30<sup>th</sup>) month of this amendment shall be in an amount equal to forty percent (40%) of the monthly rent due. From the thirty-first (31<sup>st</sup>) month to the end of the lease term the monthly Capital Improvement Trust Fund Payment made by the Lessee shall be in an amount equal to fifteen percent (15%) of the monthly rent due”.

### **3. GOLF COURSE IMPROVEMENT FEE DESIGNATION**

- 3.01 Notwithstanding the provision of the Lease wherein a percentage of gross receipts of green fees, tournament registration fees, and all other uses of the golf course is prescribed as rent to be paid to the County, Lessee agrees to pay one hundred percent (100%) of the GCIF, calculated as identified in this Amendment as Exhibit 2, GOLF COURSE GREEN FEE RATES (Regulation 9 holes), attached hereto and incorporated herein by reference.
- 3.02 Said fees are not to be reported as a gross receipt and therefore shall not be calculated in the rent to be paid to the County.
- 3.03 Lessee shall report, by separate line item, the aggregate of said payments derived from the GCIF in the monthly revenue statement that accompanies its regular rent payment as required by the lease.
- 3.04 County agrees that one hundred percent (100%) of the GCIF will be deposited in a separate Capital Improvement Account exclusively for said funds.
- 3.05 Lessee agrees that the funds raised by the GCIF will be used for course improvements that directly affect the golfing experience at the course, including, but not limited to, refurbishment of greens, bunkers, tee boxes

etc and major maintenance;

- 3.06 Within thirty (30) days of the date first above written, Lessee shall submit a list of improvements to be funded from this GCIF and an implementation schedule to the Director for approval. Lessee shall, within thirty (30) days of receipt of Director's approval of the proposed improvements and the priority of funding those improvements, post in a public area of the golf course the approved list of improvements and schedule of project timelines so that the public can be aware of the golf course improvements to be funded from the GCIF. As improvements are completed, the Lessee shall update the posted list to reflect the implemented and planned improvements status. Lessee and the Director will coordinate updates to the list as appropriate so that the GCIF will be dedicated to improvements directly affecting the golfing experience. Nothing in this Lease shall prevent the Lessee and Director from coordinating on the improvements to be funded, or prevent the Director from proposing projects or from determining priority of funding from the GCIF. As the parties agree that the intent of the fee is to augment funding to directly improve the golfing experience, the parties agree that the Director is authorized to make the final determination on improvements to be funded by the fee if the parties fail to agree on the list and implementation schedule within six [6] months of the effective date of the new fee.
- 3.07 County reserves the right from time to time to audit and verify from the related books and records of the Lessee to ensure that disbursement of funds from the GCIF are in keeping with the provisions of this Amendment. In the event any disbursement of funds from the GCIF are not in accordance with the provisions of this Amendment, as determined by the Director, Lessee shall reimburse the GCIF within thirty (30) days upon receipt of a written notice, plus an amount equal to the interest that would have accumulated on the amount from the time of disbursement until repayment.

**4. ASSIGNMENT BY LESSEE**

4.01 Amend Section 16 "TRANSFERS" by deleting Paragraph 16.01 and substituting the following:

"16.01 Lessee shall not assign its rights, delegate its duties, sublease, license, hypothecate, or mortgage this Agreement, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, sublease, license, hypothecation, or mortgage without the consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Lessee may have against County."

4.02 Amend Section 16 "TRANSFERS" by deleting Paragraph 16.04 and substituting the following:

"16.04 Shareholders, partners, members, or other equity holders of Lessee may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Lessee to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement."

4.03 Amend Section 16 "TRANSFERS" by adding Paragraph 16.06 as follows:

"16.06 Any assumption, assignment, delegation, or takeover of any of the Lessee's duties, responsibilities, obligations, or performance of same by any entity other than the Lessee, whether through assignment, sublease, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against the Lessee as it could pursue in the event of a default by Lessee."

## **5. LESSEE RESPONSIBILITY AND DEBARMENT**

5.01 A new Section 27, entitled Lessee Responsibility and Debarment is added to the Lease Agreement and shall read as follows:

### **"27. LESSEE RESPONSIBILITY AND DEBARMENT**

#### **27.01 Responsible Lessee**

A responsible Lessee is a Lessee who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Lease Agreement. It is the County's policy to conduct business only with responsible Lessees.

#### **27.02 Chapter 2.202 of the County Code**

The Lessee is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Lessee on this or other Lease Agreements which indicates that the Lessee is not responsible, the County may, in addition to other remedies provided in the Lease Agreement, debar the Lessee from bidding or proposing on, or being awarded, and/or performing work on County Lease Agreements for a

specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Lease Agreements the Lessee may have with the County.

#### 27.03 Non-Responsible Lessee

The County may debar a Lessee if the Board of Supervisors finds, in its discretion, that the Lessee has done any of the following: (1) violated a term of a Lease Agreement with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Lessee's quality, fitness or capacity to perform a Lease Agreement with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

#### 27.04 Contractor Hearing Board

If there is evidence that the Lessee may be subject to debarment, the Department will notify the Lessee in writing of the evidence which is the basis for the proposed debarment and will advise the Lessee of the scheduled date for a debarment hearing before the Los Angeles County's Contractor Hearing Board.

27.04.01. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Lessee and/or the Lessee's representative shall be given an opportunity to submit evidence at that hearing.

After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Lessee should be debarred, and, if so, the appropriate length of time of the debarment. The Lessee and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

27.04.02. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

27.04.03. If a Lessee has been debarred for a period longer than five (5) years, that Lessee may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Lessee has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was



imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

27.04.04. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Lessee has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

27.04.05. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of

Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

27.05 Contractors of Lessee

These terms shall also apply to contractors of Lessee.”

**6. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF LEASE AGREEMENT**

6.01 A new Section 28, entitled No Payment for Services Provided Following Expiration/Termination of Lease Agreement is added to the Lease Agreement and shall read as follows:

**“28. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF LEASE AGREEMENT**

28.01 The Lessee shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Lessee after the expiration or other termination of this Lease Agreement. Should the Lessee receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Lease Agreement shall not constitute a waiver of County’s right to recover such payment from the Lessee. This provision shall survive the expiration or other termination of this Lease Agreement.”

**7. COMPLIANCE WITH THE COUNTY’S JURY SERVICE PROGRAM**

7.01 A new Section 29, entitled Compliance with the County’s Jury Service Program is added to the Lease Agreement and shall read as follows:

**“29. COMPLIANCE WITH THE COUNTY’S JURY SERVICE PROGRAM**

**29.01 Jury Service Program**

This Lease Agreement is subject to the provisions of the County’s ordinance entitled Jury Service Ordinance (“Jury Service Program”) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit 3 and incorporated by reference into and made a part of this Lease Agreement.

**29.02 Written Employee Jury Service Policy**

Unless the Lessee has demonstrated to the County’s satisfaction either that the Lessee is not a “Contractor” as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Lessee qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Lessee shall have and adhere to a written policy that provides that its Employees shall receive from the Lessee, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Lessee or that the Lessee deduct from the Employee’s regular pay the fees received for jury service.

29.02.01 For purposes of this Sub-paragraph, “Lessee” means a person, partnership, corporation or other entity which has a Lease Agreement with the County. “Employee” means any California resident who is a full-time employee of the Lessee. “Full-time” means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized

industry standard as determined by the County, or 2) Lessee has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Lessee uses any contractor to perform services for the County under the Lease Agreement, the contractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such contractor agreement and a copy of the Jury Service Program shall be attached to the agreement.

- 29.03 If the Lessee is not required to comply with the Jury Service Program when the Lease Agreement commences, the Lessee shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Lessee shall immediately notify the County if the Lessee at any time either comes within the Jury Service Program's definition of "Contractor" or if the Lessee no longer qualifies for an exception to the Jury Service Program. In either event, the Lessee shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Lease Agreement and at its sole discretion, that the Lessee demonstrate to the County's satisfaction that the Lessee either

continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Lessee continues to qualify for an exception to the Program.

29.04 Lessee's violation of this Sub-paragraph of the Lease Agreement may constitute a material breach of the Lease Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Lease Agreement and/or bar the Lessee from the award of future County Lease Agreements for a period of time consistent with the seriousness of the breach."

**8. LESSEE'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

8.01 A new Section 30, entitled Lessee's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law is added to the Lease Agreement and shall read as follows:

**"30. LESSEE'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

30.01 The Lessee acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Lessee understands that it is the County's policy to encourage all County Lessees to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Lessee's place of business. The Lessee will also encourage its contractors, if any, to post this poster in a prominent position in the Contractor's place of business. The County's Department of Children and Family Services will supply the Lessee with the poster to be used.

Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).”

**9. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

9.01 A new Section 31, entitled Notice to Employees Regarding the Safely Surrendered Baby Law is added to the Lease Agreement and shall read as follows:

**“31. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

31.01 The Lessee shall notify and provide to its employees, and shall require each Contractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit 4 of this Lease Agreement and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.”

**10. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

10.01 A new Section 32, entitled Notice to Employees Regarding the Federal Earned Income Credit is added and shall read as follows:

**“32. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

32.01 Lessee shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.”

**11. CONTRACT ENFORCEMENT AND AMENDMENTS TO THIS AGREEMENT**

11.01 A new Section 33, entitled Contract Enforcement and Amendments to this Agreement is added and shall read as follows:

**“33. CONTRACT ENFORCEMENT AND AMENDMENTS TO THIS AGREEMENT**

33.01 The Director shall be responsible for the enforcement of this Agreement on behalf of County and shall be assisted therein by those officers and employees of County having duties in connection with the administration thereof.

33.02 Any officers and/or authorized employees of County may enter upon the demised premises at any and all reasonable times for the purpose of determining whether or not the Lessee is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of County within demised premises.

33.03 In the event either party commences legal proceedings for the enforcement of this Agreement, the prevailing party shall be entitled to recover its attorney's fees and costs incurred in the action brought thereon.

33.04 This document may be modified only by further written agreement between the parties. Any such modification shall not be effective unless and until executed by Lessee and in the case of the County, unless otherwise specifically authorized hereinbefore, until executed by the Chair of its Board of Supervisors.”

**12. RECYCLED BOND PAPER**

12.01 A new Section 34, entitled Recycled Bond Paper is added and shall read as follows:

**“34. RECYCLED BOND PAPER**

34.01 Consistent with the Board of Supervisors’ policy to reduce the amount of solid waste deposited at County landfills, the Lessee agrees to use recycled-content paper to the maximum extent possible on the Agreement.”

**13. COMPLIANCE WITH THE COUNTY’S SMOKING BAN ORDINANCE**

13.01 A new Section 35, entitled Compliance with the County’s Smoking Ban Ordinance is added to the Lease Agreement and shall read as follows:

**“35. COMPLIANCE WITH THE COUNTY’S SMOKING BAN ORDINANCE**

**35.01 Smoking Ban Ordinance**

This Lease Agreement is subject to the provisions of the County’s ordinance entitled Los Angeles County Code Title 17, Parks, Beaches, and Other Public Places, prohibiting smoking at County Parks (“Smoking Ban Ordinance”) as codified in Sections 17.04.185 through 17.04.650 of the Los Angeles County Code, a copy of which is attached as Exhibit 5 and incorporated by reference into and made a part of this Lease Agreement.

**14. ENTIRE AGREEMENT**

14.01 Due to the addition of new lease provisions, the section in the Lease Agreement entitled Entire Agreement is renumbered as Section 28.



**15. RATIFICATION**

15.01 All other terms, conditions, covenants and promises of the Lease not affected by the provisions of the Amendment shall remain in full force and effect and are hereby reaffirmed.

**16. EFFECTIVE DATE**

16.01 The effective date of the Amendment shall be the day and year first above written.

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**IN WITNESS WHEREOF**, the parties have executed this Amendment No. 4 to Lease Agreement Number 48724, effective as of the date first above written.

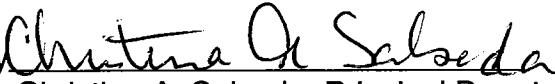
**LESSEE**  
**D.C. GOLF**

By: 

Douglas W. Goliflower  
Managing General Partner

**APPROVED AS TO FORM:**

ANDREA SHERIDAN ORDIN  
County Counsel

By:   
Christina A. Salseda, Principal Deputy

**EXHIBIT 1****RENT ADJUSTMENT**

The current rent paid percentages under the terms of the lease are as follows:

MINIMUM RENT	\$144,000
PERCENTAGE RENT	
Merchandise	4%
Food and Beverage	7%
Liquor	10%
Range	15%
Carts	20%
Green Fees	20%
Facility Rental	20%
Equipment Rental	4%
TRUST FUND	15%

The amended monthly rent payment due to the County shall be Thirteen Thousand Eight Hundred Twenty Two Dollars and No Cents (\$13,822.00) monthly as described below, except as amended in Sections 2 and 3 of lease amendment 4.

<b>Altadena</b>	<b>Comments</b>
<b><u>Base Rent</u></b>	
\$363,838	Rent Paid Dec. '03 to May '05 & Dec '05 to Mar. '06 (22 months)
<u>\$958,478</u>	<u>Rent Past Due, June to Nov '05 &amp; April '06 to April '10 (55 mo.)</u>
\$1,322,316	Total Rent
\$17,173	Adjusted Monthly Rent (Average) 77 months
<b><u>Past Due Rent</u></b>	
\$958,478	Rent Past Due
(\$18,794)	Late Fees - credit
<u>(\$363,838)</u>	<u>Rent Paid - credit</u>
\$575,846	Adjusted Rent Past Due
\$10,470	Adjusted Monthly Rent (Average) 55 months
<b><u>Monthly Rent Due</u></b>	
\$8,587	50% of Base Rent
<u>\$5,235</u>	<u>50% of Past Due Rent (56 months to end of term)</u>
<b>\$13,822</b>	<b>Monthly Rent Due</b>



**Los Angeles County Department of Parks and Recreation**  
**GOLF COURSE GREEN FEE RATES**

Effective May 1, 2010

**EXHIBIT 2**



<b>Regulation 18 Holes</b>		<u>G.C.I.F.</u>	<u>Current</u>
<b>Weekdays</b>	\$26.50	\$1.50	\$25.00
9 Holes	15.50	.75	16.25
Twilight	16.50	.75	17.25
Super Twilight	11.75	.75	12.50
Senior Citizen	11.75	.75	12.50
Junior	5.00		5.00
Senior Citizen (9 Holes)	10.50	.75	11.25
Junior (9 Holes)	4.50		4.50
Shotgun per player	47.00	1.50	48.50
<b>Weekends &amp; Holidays</b>	\$31.50	\$1.50	\$33.00
9 Holes	20.00	.75	20.75
Twilight	21.00	.75	21.75
Super Twilight	15.25	.75	16.00
Junior	9.00		9.00
Junior (9 holes)	8.50		8.50
<b>Par 3 - 18 Holes</b>			
		<u>G.C.I.F.</u>	
<b>Weekdays</b>	\$10.75	\$1.25	\$12.00
9 Holes	6.25	.75	7.00
Twilight	9.50	.75	10.25
Super Twilight	5.75	.75	6.50
Senior Citizen	6.25	.75	7.00
Senior Citizen (9 Holes)	4.75	.75	5.50
Junior	2.75		2.75
Junior (9 Holes)	2.25		2.25
<b>Weekends &amp; Holidays</b>	\$13.25	\$1.25	\$14.50
9 Holes	7.50	.75	8.25
Twilight	10.50	.75	11.25
Super Twilight	7.00	.75	7.75
Junior	4.00		4.00
Junior (9 holes)	3.50		3.50
<b>Par 3 - 9 Holes</b>			
		<u>G.C.I.F.</u>	
<b>Weekdays</b>	\$5.25	\$0.75	\$6.00
Senior Citizen	3.25	.75	4.00
Junior	1.75		1.75
<b>Weekends &amp; Holidays</b>	6.75	.75	7.50
Junior	2.25		2.25

<b>Regulation 9 Holes</b>		<u>G.C.I.F.</u>	<u>Current</u>
<b>Weekdays</b>	\$14.50	.75	\$15.25
Twilight	11.25	.75	12.00
Senior Citizen	9.00	.75	9.75
Super Twilight	6.75	.75	7.50
Junior	3.75		3.75
<b>Weekends &amp; Holidays</b>	\$18.25	.75	\$19.00
Twilight	13.75	.75	14.50
Super Twilight	8.50	.75	9.25
Junior	5.00		5.00
<b>Replay</b>			
<u>Weekdays</u>	\$7.50	.75	8.25
Senior Citizen	2.25		2.25
Junior	1.00		1.00
<u>Weekends &amp; Holidays</u>	10.00	.75	10.75
Junior	2.00		2.00
<b>Executive</b>			
		<u>G.C.I.F.</u>	
<b>Weekdays</b>	\$19.50	\$1.50	\$21.00
9 Holes	12.25	.75	13.00
Twilight	14.25	.75	15.00
Super Twilight	10.50	.75	11.25
Senior Citizen	9.75	.75	10.50
Junior	4.25		4.25
Senior Citizen (9 Holes)	8.50	.75	9.25
Junior (9 Holes)	3.75		3.75
Shotgun per player	41.50	1.50	43.00
<b>Weekends &amp; Holidays</b>	\$25.50	\$1.50	\$27.00
9 Holes	15.25	.75	16.00
Twilight	16.25	.75	17.00
Super Twilight	10.75	.75	11.50
Junior	7.00		7.00
Junior (9 holes)	6.50		6.50



**JURY SERVICE ORDINANCE**

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
  - B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
  - C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
    - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
    - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
    - 3. A purchase made through a state or federal contract; or
-

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

#### **2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

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### **2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

- 1. Recommend to the board of supervisors the termination of the contract; and/or,
- 2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
  - B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
  - C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
-

1. Has ten or fewer employees during the contract period; and,
2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

#### **2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

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# **No shame. No blame. No names.**

**Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.**



**In Los Angeles County:  
1-877-BABY SAFE  
1-877-222-9723  
[www.babysafela.org](http://www.babysafela.org)**



**State of California**  
Gray Davis, Governor

**Health and Human Services Agency**  
Grantland Johnson, Secretary

**Department of Social Services**  
Rita Saenz, Director



**Los Angeles County Board of Supervisors**

Gloria Molina, Supervisor, First District  
Yvonne Brathwaite Burke, Supervisor, Second District  
Zev Yaroslavsky, Supervisor, Third District  
Don Knabe, Supervisor, Fourth District  
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

**What is the Safely Surrendered Baby Law?**

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

**How does it work?**

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

**What if a parent wants the baby back?**

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

**Can only a parent bring in the baby?**

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

**Does the parent have to call before bringing in the baby?**

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

**Does a parent have to tell anything to the people taking the baby?**

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

**What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

**What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

**Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

**A baby's story**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

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**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

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***It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.***

# **Sin pena. Sin culpa. Sin peligro.**

**Los recién nacidos pueden ser entregados  
en forma segura en la sala de emergencia de  
cualquier hospital o en un cuartel de bomberos  
del Condado de Los Angeles.**



**En el Condado de Los Angeles:**

**1-877-BABY SAFE**

**1-877-222-9723**

**[www.babysafela.org](http://www.babysafela.org)**



**Estado de California**  
Gray Davis, Gobernador

**Agencia de Salud y Servicios Humanos**  
(Health and Human Services Agency)  
Grantland Johnson, Secretario

**Departamento de Servicios Sociales**  
(Department of Social Services)  
Rita Saenz, Directora



**Consejo de Supervisores del Condado de Los Angeles**

Gloria Molina, Supervisora, Primer Distrito

Wonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.



### ¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

### ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaleta y el padre/madre recibirá un brazaleta igual.

### ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

### ¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

### ¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

### ¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

### ¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

### ¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

### ¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

### Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

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**Cada recién nacido merece una  
oportunidad de tener una vida saludable.  
Si alguien que usted conoce está pensando  
en abandonar a un recién nacido, infórmele  
qué otras opciones tiene.**

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*Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.*

ORDINANCE NO. \_\_\_\_\_

An ordinance amending Title – 17 Parks, Beaches and Other Public Places, to prohibit smoking in parks.

The Board of Supervisors of the County of Los Angeles ordains as follows:

**SECTION 1.** Section 17.04.035 is hereby added to read as follows:

**17.04.035 Contract-operated facilities.**

"Contract-operated facilities" means parks, which are operated, controlled, or maintained, in whole or in part, pursuant to an agreement with a lessee, concessionaire, operator, contractor, or vendor, for the purpose of providing recreational services to the public.

**SECTION 2.** Section 17.04.185 is hereby added to read as follows:

**17.04.185 Smoking.**

"Smoke" or "smoking" shall have the meaning as set forth in Section 11.64.020(B) of this code.

**SECTION 3.** Section 17.04.650 is hereby added to read as follows:

**17.04.650 Smoking Prohibited.**

Smoking shall be prohibited at all parks, except:

1. Smoking shall be permitted by actors who are acting during a permitted production or by models during a permitted photography session, unless otherwise determined by the Director, in consultation with the applicable Fire Official; and

**EXHIBIT 5 con't**

2. Smoking shall be permitted within contract-operated facilities, in designated areas, at the discretion of the Director, in consultation with the operators of said facilities.

[1704035CSCC]

**AMENDMENT NUMBER 4 TO LEASE AGREEMENT NUMBER 48725  
FOR THE OPERATION AND MAINTENANCE OF  
EATON CANYON COUNTY GOLF COURSE**

This Amendment to Lease Agreement No. 48725 (hereinafter: "Amendment") made and entered into this first (1<sup>st</sup>) day of May 2010,

By and between the

**COUNTY OF LOS ANGELES,**  
a body corporate and politic, hereinafter  
referred to as "County",

and

**D.C. GOLF,** a California limited  
partnership hereinafter referred to as  
the "Lessee";

**WITNESSETH:**

**WHEREAS,** County and Lessee have entered into County Lease Agreement Number 48725, as amended, (hereinafter: the "Lease") on October 30, 1984, for the operation and maintenance of Eaton Canyon County Golf Course; and

**WHEREAS,** Lessee and County entered into Amendment Number 1 to the Lease (Amendment 1) dated December 6, 1990, providing for a fifteen year extension to the Lease in return for the Lessee's installation on a new golf course irrigation system; and

**WHEREAS,** Lessee and County entered into Amendment Number 2 to the Lease (Amendment 2) dated May 12, 1998 in which the Lessee exercised it's right pursuant to Section 5.01 of the Lease in which parties agreed to a readjustment of the Lease rent percentages; and

**WHEREAS,** Lessee and County entered into Amendment Number 3 to the Lease (Amendment 3) adjusting the percentage of green fees revenues to the Eaton Canyon County Golf Course Capital Improvement Trust Fund; and Lessee agreed to implement the County's Junior Golf Program; and

**WHEREAS**, Lessee agrees to implement the County's Golf Course Improvement Fee (GCIF); and

**WHEREAS**, Lessee has exercised its right pursuant to Section 5.01 of the Lease, and requested a readjustment of the Lease rent percentages, and as a result of the readjustment negotiation the parties have agreed on mutually acceptable terms and conditions; and

**WHEREAS**, Lessee and County mutually desire to further amend the Lease in order to reflect said terms and conditions as to Payment of Rental to be made by lessee as well as provisions regarding the County's Capital Improvement funding, the County's Golf Course Improvement Fee, Lessee Responsibility of Debarment, No Payment for Services, Jury Service Program, Baby Safe Surrender Law, Federal Earned Income Credit, Contract Enforcement, Recycled Paper, Smoking Ban Ordinance and Entire Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions, and promises contained herein the parties do agree as follows:

## **1. PRIORITY OF AMENDMENTS**

In the event of any conflict or inconsistency in the definition or interpretation of any work, responsibility, schedule, or contents or description of task, deliverable, goods, service, or works, or otherwise between the Lease, as amended and Amendment Number 4, such conflict or inconsistency shall be resolved by giving precedence to Amendment Number 4 and then to the Lease, and then Amendments 1 through 3.

## **2. PAYMENT OF RENTAL**

2.01 The existing Section 2.0, Payment of Rental, of Amendment 2 is deleted in its entirety and replaced by the following:

"5.04 Lessee shall pay County for use granted herein a fixed monthly amount of Sixteen Thousand Nine Hundred Five Dollars and No Cents



(\$16,905.00) calculated as identified in this Amendment as Exhibit 1. In the event of a Board of Supervisors approved green fee increase, the lessee shall pay the County fifty percent (50%) of the cumulative total of the green fee increase, exclusive of the fixed monthly amount. The monthly Capital Improvement Trust Fund Payment made by the Lessee commencing with the effective date of this amendment through the thirtieth (30<sup>th</sup>) month of this amendment shall be in an amount equal to forty percent (40%) of the monthly rent due. From the thirty-first (31<sup>st</sup>) month to the end of the lease term the monthly Capital Improvement Trust Fund Payment made by the Lessee shall be in an amount equal to fifteen percent (15%) of the monthly rent due”.

**3. GOLF COURSE IMPROVEMENT FEE DESIGNATION**

- 3.01 Notwithstanding the provision of the Lease wherein a percentage of gross receipts of green fees, tournament registration fees, and all other uses of the golf course is prescribed as rent to be paid to the County, Lessee agrees to pay one hundred percent (100%) of the GCIF, calculated as identified in this Amendment as Exhibit 2, GOLF COURSE GREEN FEE RATES (Regulation 9 holes), attached hereto and incorporated herein by reference.
- 3.02 Said fees are not to be reported as a gross receipt and therefore shall not be calculated in the rent to be paid to the County.
- 3.03 Lessee shall report, by separate line item, the aggregate of said payments derived from the GCIF in the monthly revenue statement that accompanies its regular rent payment as required by the lease.
- 3.04 County agrees that one hundred percent (100%) of the GCIF will be deposited in a separate Capital Improvement Account exclusively for said funds.
- 3.05 Lessee agrees that the funds raised by the GCIF will be used for course improvements that directly affect the golfing experience at the course, including, but not limited to, refurbishment of greens, bunkers, tee boxes etc and major maintenance.

- 3.06 Within thirty (30) days of the effective date of this amendment, Lessee shall submit a list of improvements to be funded from this GCIF and an implementation schedule to the Director for approval. Lessee shall, within thirty (30) days of receipt of Director's approval of the proposed improvements and the priority of funding those improvements, post in a public area of the golf course the approved list of improvements and schedule of project timelines so that the public can be aware of the golf course improvements to be funded from the GCIF. As improvements are completed, the Lessee shall update the posted list to reflect the implemented and planned improvements status. Lessee and the Director will coordinate updates to the list as appropriate so that the GCIF will be dedicated to improvements directly affecting the golfing experience. Nothing in this Lease shall prevent the Lessee and Director from coordinating on the improvements to be funded, or prevent the Director from proposing projects or from determining priority of funding from the GCIF. As the parties agree that the intent of the fee is to augment funding to directly improve the golfing experience, the parties agree that the Director is solely authorized to make the final determination on improvements to be funded by the fee if the parties fail to agree on the list and implementation schedule within six [6] months of the effective date of the new fee.
- 3.07 County reserves the right from time to time to audit and verify from the related books and records of the Lessee to ensure that disbursement of funds from the GCIF are in keeping with the provisions of this Amendment. In the event any disbursement of funds from the GCIF are not in accordance with the provisions of this Amendment, as determined by the Director, Lessee shall reimburse the GCIF within thirty (30) days upon receipt of a written notice, plus an amount equal to the interest that would have accumulated on the amount from the time of disbursement until repayment.

#### **4. ASSIGNMENT BY LESSEE**

4.01 Amend Section 16 "TRANSFERS" by deleting Paragraph 16.01 and substituting the following:

"16.01 Lessee shall not assign its rights, delegate its duties, sublease, license, hypothecate, or mortgage this Agreement, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, sublease, license, hypothecation, or mortgage without the consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Lessee may have against County."

4.02 Amend Section 16 "TRANSFERS" by deleting Paragraph 16.04 and substituting the following:

"16.04 Shareholders, partners, members, or other equity holders of Lessee may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Lessee to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement."

4.03 Amend Section 16 "TRANSFERS" by adding Paragraph 16.06 as follows:

"16.06 Any assumption, assignment, delegation, or takeover of any of the Lessee's duties, responsibilities, obligations, or performance of same by any entity other than the Lessee, whether through assignment, sublease, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against the Lessee as it could pursue in the event of a default by Lessee."

**5. LESSEE RESPONSIBILITY AND DEBARMENT**

5.01 A new Section 27, entitled Lessee Responsibility and Debarment is added to the Lease Agreement and shall read as follows:

**"27. LESSEE RESPONSIBILITY AND DEBARMENT**

**27.01 Responsible Lessee**

A responsible Lessee is a Lessee who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Lease Agreement. It is the County's policy to conduct business only with responsible Lessees.

**27.02 Chapter 2.202 of the County Code**

The Lessee is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Lessee on this or other Lease Agreements which indicates that the Lessee is not responsible, the County may, in addition to other remedies provided in the Lease Agreement, debar the Lessee from bidding or proposing on, or being awarded, and/or performing work on County Lease Agreements for a

specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Lease Agreements the Lessee may have with the County.

#### 27.03 Non-Responsible Lessee

The County may debar a Lessee if the Board of Supervisors finds, in its discretion, that the Lessee has done any of the following: (1) violated a term of a Lease Agreement with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Lessee's quality, fitness or capacity to perform a Lease Agreement with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

#### 27.04 Contractor Hearing Board

If there is evidence that the Lessee may be subject to debarment, the Department will notify the Lessee in writing of the evidence which is the basis for the proposed debarment and will advise the Lessee of the scheduled date for a debarment hearing before the Los Angeles County's Contractor Hearing Board.

27.04.01. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Lessee and/or the Lessee's representative shall be given an opportunity to submit evidence at that hearing.

After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Lessee should be debarred, and, if so, the appropriate length of time of the debarment. The Lessee and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

27.04.02. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

27.04.03. If a Lessee has been debarred for a period longer than five (5) years, that Lessee may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Lessee has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was

imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

27.04.04. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Lessee has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

27.04.05. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of

Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

27.05 Contractors of Lessee

These terms shall also apply to contractors of Lessee.”.

**6. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF LEASE AGREEMENT**

6.01 A new Section 28, entitled No Payment for Services Provided Following Expiration/Termination of Lease Agreement is added to the Lease Agreement and shall read as follows:

**“28. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF LEASE AGREEMENT**

28.01 The Lessee shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Lessee after the expiration or other termination of this Lease Agreement. Should the Lessee receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Lease Agreement shall not constitute a waiver of County’s right to recover such payment from the Lessee. This provision shall survive the expiration or other termination of this Lease Agreement.”



**7. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

7.01 A new Section 29, entitled Compliance with the County's Jury Service Program is added to the Lease Agreement and shall read as follows:

**"29. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

**29.01 Jury Service Program**

This Lease Agreement is subject to the provisions of the County's ordinance entitled Jury Service Ordinance ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit 3 and incorporated by reference into and made a part of this Lease Agreement.

**29.02 Written Employee Jury Service Policy**

Unless the Lessee has demonstrated to the County's satisfaction either that the Lessee is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Lessee qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Lessee shall have and adhere to a written policy that provides that its Employees shall receive from the Lessee, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Lessee or that the Lessee deduct from the Employee's regular pay the fees received for jury service.

29.02.01 For purposes of this Sub-paragraph, "Lessee" means a person, partnership, corporation or other entity which has a Lease Agreement with the County. "Employee" means any California resident who is a full-time employee of the

Lessee. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Lessee has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Lessee uses any contractor to perform services for the County under the Lease Agreement, the contractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such contractor agreement and a copy of the Jury Service Program shall be attached to the agreement.

29.03 If the Lessee is not required to comply with the Jury Service Program when the Lease Agreement commences, the Lessee shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Lessee shall immediately notify the County if the Lessee at any time either comes within the Jury Service Program's definition of "Contractor" or if the Lessee no longer qualifies for an exception to the Jury Service Program. In either event, the Lessee shall immediately implement a written policy consistent with the Jury Service Program. The County may also

require, at any time during the Lease Agreement and at its sole discretion, that the Lessee demonstrate to the County's satisfaction that the Lessee either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Lessee continues to qualify for an exception to the Program.

29.04 Lessee's violation of this Sub-paragraph of the Lease Agreement may constitute a material breach of the Lease Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Lease Agreement and/or bar the Lessee from the award of future County Lease Agreements for a period of time consistent with the seriousness of the breach."

**8. LESSEE'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

8.01 A new Section 30, entitled Lessee's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law is added to the Lease Agreement and shall read as follows:

**"30. LESSEE'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

30.01 The Lessee acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Lessee understands that it is the County's policy to encourage all County Lessees to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Lessee's place of business. The Lessee will also encourage its contractors, if any, to post this poster in a prominent position in the Contractor's place of

business. The County's Department of Children and Family Services will supply the Lessee with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org)."

**9. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

9.01 A new Section 31, entitled Notice to Employees Regarding the Safely Surrendered Baby Law is added to the Lease Agreement and shall read as follows:

**"31. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

31.01 The Lessee shall notify and provide to its employees, and shall require each Contractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit 4 of this Lease Agreement and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes."

**10. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

10.01 A new Section 32, entitled Notice to Employees Regarding the Federal Earned Income Credit is added and shall read as follows:

**"32. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

32.01 Lessee shall notify its employees, and shall require each subcontractor to notify its employees, that they may be

eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.”

**11. CONTRACT ENFORCEMENT AND AMENDMENTS TO THIS AGREEMENT**

11.01 A new Section 33, entitled Contract Enforcement and Amendments to this Agreement is added and shall read as follows:

**“33. CONTRACT ENFORCEMENT AND AMENDMENTS TO THIS AGREEMENT**

33.01 The Director shall be responsible for the enforcement of this Agreement on behalf of County and shall be assisted therein by those officers and employees of County having duties in connection with the administration thereof.

33.02 Any officers and/or authorized employees of County may enter upon the demised premises at any and all reasonable times for the purpose of determining whether or not the Lessee is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of County within demised premises.

33.03 In the event either party commences legal proceedings for the enforcement of this Agreement, the prevailing party shall be entitled to recover its attorney’s fees and costs incurred in the action brought thereon.

33.04 This document may be modified only by further written agreement between the parties. Any such modification shall not be effective unless and until executed by Lessee and in the case of the County, unless otherwise specifically authorized hereinbefore, until executed by the Chair of its Board of Supervisors.”

**12. RECYCLED BOND PAPER**

12.01 A new Section 34, entitled Recycled Bond Paper is added and shall read as follows:

**“34. RECYCLED BOND PAPER**

34.01 Consistent with the Board of Supervisors’ policy to reduce the amount of solid waste deposited at County landfills, the Lessee agrees to use recycled-content paper to the maximum extent possible on the Agreement.”

**13. COMPLIANCE WITH THE COUNTY’S SMOKING BAN ORDINANCE**

13.01 A new Section 35, entitled Compliance with the County’s Smoking Ban Ordinance is added to the Lease Agreement and shall read as follows:

**“35. COMPLIANCE WITH THE COUNTY’S SMOKING BAN ORDINANCE**

**35.01 Smoking Ban Ordinance**

This Lease Agreement is subject to the provisions of the County’s ordinance entitled Los Angeles County Code Title 17, Parks, Beaches, and Other Public Places, prohibiting smoking at County Parks (“Smoking Ban Ordinance”) as codified in Sections 17.04.185 through 17.04.650 of the Los Angeles County Code, a copy of which is attached as Exhibit 5 and incorporated by reference into and made a part of this Lease Agreement.

**14. ENTIRE AGREEMENT**

14.01 Due to the addition of new lease provisions, the section in the Lease Agreement entitled Entire Agreement is renumbered as Section 28.

## 15. RATIFICATION

15.01 All other terms, conditions, covenants and promises of the Lease not affected by the provisions of the Amendment shall remain in full force and effect and are hereby reaffirmed.

## 16. EFFECTIVE DATE

15.01 The effective date of the Amendment shall be the day and year first above written.

[illegible]

**Exhibit 1****RENT ADJUSTMENT**

The current rent paid percentages under the terms of the lease are as follows:

MINIMUM RENT	\$178,500
<b>PERCENTAGE RENT</b>	
Merchandise	4%
Food and Beverage	7%
Liquor	10%
Range	15%
Carts	20%
Green Fees	20%
Facility Rental	20%
Equipment Rental	4%
TRUST FUND	15%

The amended monthly rent payment due to the County shall be Sixteen Thousand Nine Hundred Five Dollars and No Cents (\$16,905.00) monthly as described below, except as amended in Sections 2 and 3 of lease amendment 4.

<b>Eaton Canyon</b>	<b>Comments</b>
<b><u>Base Rent</u></b>	
\$430,281	Rent Paid Dec. '03 to May '05 & Dec '05 to Mar. '06 (22 months)
<u>\$1,169,843</u>	<u>Rent Past Due, June to Nov '05 &amp; April '06 to April '10 (55 mo.)</u>
\$1,600,124	Total Rent
\$20,781	Adjusted Monthly Rent (Average) 77 months
<b><u>Past Due Rent</u></b>	
\$1,169,843	Rent Past Due
(\$22,938)	Late Fees - credit
<u>(\$430,281)</u>	<u>Rent Paid - credit</u>
\$716,624	Adjusted Rent Past Due
\$13,030	Adjusted Monthly Rent (Average) 55 months
<b><u>Monthly Rent Due</u></b>	
\$10,390	50% of Base Rent
<u>\$6,515</u>	<u>50% of Past Due Rent (56 months to end of term)</u>
<b>\$16,905</b>	<b><u>Monthly Rent Due</u></b>





**Los Angeles County Department of Parks and Recreation**  
**GOLF COURSE GREEN FEE RATES**

Effective May 1, 2010

**EXHIBIT 2**



<b>Regulation 18 Holes</b>		<b>G.C.I.F.</b>	<b>Current</b>
<b>Weekdays</b>	\$23.50	\$1.50	\$25.00
9 Holes	15.50	.75	16.25
Twilight	16.50	.75	17.25
Super Twilight	11.75	.75	12.50
Senior Citizen	11.75	.75	12.50
Junior	5.00		5.00
Senior Citizen (9 Holes)	10.50	.75	11.25
Junior (9 Holes)	4.50		4.50
Shotgun per player	47.00	1.50	48.50
<b>Weekends &amp; Holidays</b>	\$31.50	\$1.50	\$33.00
9 Holes	20.00	.75	20.75
Twilight	21.00	.75	21.75
Super Twilight	15.25	.75	16.00
Junior	9.00		9.00
Junior (9 holes)	8.50		8.50
<b>Par 3 - 18 Holes</b>		<b>G.C.I.F.</b>	
<b>Weekdays</b>	\$10.75	\$1.25	\$12.00
9 Holes	6.25	.75	7.00
Twilight	9.50	.75	10.25
Super Twilight	5.75	.75	6.50
Senior Citizen	6.25	.75	7.00
Senior Citizen (9 Holes)	4.75	.75	5.50
Junior	2.75		2.75
Junior (9 Holes)	2.25		2.25
<b>Weekends &amp; Holidays</b>	\$13.25	\$1.25	\$14.50
9 Holes	7.50	.75	8.25
Twilight	10.50	.75	11.25
Super Twilight	7.00	.75	7.75
Junior	4.00		4.00
Junior (9 holes)	3.50		3.50
<b>Par 3 - 9 Holes</b>		<b>G.C.I.F.</b>	
<b>Weekdays</b>	\$5.25	\$0.75	\$6.00
Senior Citizen	3.25	.75	4.00
Junior	1.75		1.75
<b>Weekends &amp; Holidays</b>	6.75	.75	7.50
Junior	2.25		2.25

<b>Regulation 9 Holes</b>		<b>G.C.I.F.</b>	<b>Current</b>
<b>Weekdays</b>	\$14.50	.75	\$15.25
Twilight	11.25	.75	12.00
Senior Citizen	9.00	.75	9.75
Super Twilight	6.75	.75	7.50
Junior	3.75		3.75
<b>Weekends &amp; Holidays</b>	\$18.25	.75	\$19.00
Twilight	13.75	.75	14.50
Super Twilight	8.50	.75	9.25
Junior	5.00		5.00
<b>Replay</b>			
<u>Weekdays</u>	\$7.50	.75	8.25
Senior Citizen	2.25		2.25
Junior	1.00		1.00
<u>Weekends &amp; Holidays</u>	10.00	.75	10.75
Junior	2.00		2.00
<b>Executive</b>		<b>G.C.I.F.</b>	
<b>Weekdays</b>	\$19.50	\$1.50	\$21.00
9 Holes	12.25	.75	13.00
Twilight	14.25	.75	15.00
Super Twilight	10.50	.75	11.25
Senior Citizen	9.75	.75	10.50
Junior	4.25		4.25
Senior Citizen (9 Holes)	8.50	.75	9.25
Junior (9 Holes)	3.75		3.75
Shotgun per player	41.50	1.50	43.00
<b>Weekends &amp; Holidays</b>	\$25.50	\$1.50	\$27.00
9 Holes	15.25	.75	16.00
Twilight	16.25	.75	17.00
Super Twilight	10.75	.75	11.50
Junior	7.00		7.00
Junior (9 holes)	6.50		6.50



**JURY SERVICE ORDINANCE**

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
  - B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
  - C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
    - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
    - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
    - 3. A purchase made through a state or federal contract; or
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4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

### **2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

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#### **2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

#### **2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

#### **2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

- 1. Recommend to the board of supervisors the termination of the contract; and/or,
- 2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

#### **2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
  - B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
  - C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
-

1. Has ten or fewer employees during the contract period; and,
2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

#### **2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

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# **No shame. No blame. No names.**

**Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.**



**In Los Angeles County:  
1-877-BABY SAFE  
1-877-222-9723  
[www.babysafela.org](http://www.babysafela.org)**



**State of California**  
Gray Davis, Governor

**Health and Human Services Agency**  
Grandland Johnson, Secretary

**Department of Social Services**  
Rita Saenz, Director



**Los Angeles County Board of Supervisors**

Gloria Molina, Supervisor, First District  
Yvonne Brathwaite Burke, Supervisor, Second District  
Zev Yaroslavsky, Supervisor, Third District  
Don Knabe, Supervisor, Fourth District  
Michael D. Antonovich, Supervisor, Fifth District

**This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.**



**What is the Safely Surrendered Baby Law?**

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

**How does it work?**

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

**What if a parent wants the baby back?**

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

**Can only a parent bring in the baby?**

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

**Does the parent have to call before bringing in the baby?**

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

**Does a parent have to tell anything to the people taking the baby?**

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

**What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

**What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

**Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

**A baby's story**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

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**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

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*It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.*

# **Sin pena. Sin culpa. Sin peligro.**

**Los recién nacidos pueden ser entregados  
en forma segura en la sala de emergencia de  
cualquier hospital o en un cuartel de bomberos  
del Condado de Los Angeles.**



**En el Condado de Los Angeles:**

**1-877-BABY SAFE**

**1-877-222-9723**

**[www.babysafela.org](http://www.babysafela.org)**



**Estado de California**  
Gray Davis, Gobernador

**Agencia de Salud y Servicios Humanos**  
(Health and Human Services Agency)  
Grantland Johnson, Secretario

**Departamento de Servicios Sociales**  
(Department of Social Services)  
Lita Saenz, Directora



**Consejo de Supervisores del Condado de Los Angeles**

Gloria Molina, Supervisora, Primer Distrito

Wonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

**Esta iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.**



### **¿Qué es la Ley de Entrega de Bebés Sin Peligro?**

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

### **¿Cómo funciona?**

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaleta y el padre/madre recibirá un brazaleta igual.

### **¿Qué pasa si el padre/madre desea recuperar a su bebé?**

Los padres que cambien de opinión puedan empezar el proceso de redamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

### **¿Sólo los padres podrán llevar al recién nacido?**

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

### **¿Los padres deben llamar antes de llevar al bebé?**

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

### **¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?**

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

### **¿Qué ocurrirá con el bebé?**

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

### **¿Qué pasará con el padre/madre?**

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

### **¿Por qué California hace esto?**

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

### **Historia de un bebé**

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

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**Cada recién nacido merece una  
oportunidad de tener una vida saludable.  
Si alguien que usted conoce está pensando  
en abandonar a un recién nacido, infórmele  
qué otras opciones tiene.**

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*Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.*

ORDINANCE NO. \_\_\_\_\_

An ordinance amending Title – 17 Parks, Beaches and Other Public Places, to prohibit smoking in parks.

The Board of Supervisors of the County of Los Angeles ordains as follows:

**SECTION 1.** Section 17.04.035 is hereby added to read as follows:

**17.04.035 Contract-operated facilities.**

"Contract-operated facilities" means parks, which are operated, controlled, or maintained, in whole or in part, pursuant to an agreement with a lessee, concessionaire, operator, contractor, or vendor, for the purpose of providing recreational services to the public.

**SECTION 2.** Section 17.04.185 is hereby added to read as follows:

**17.04.185 Smoking.**

"Smoke" or "smoking" shall have the meaning as set forth in Section 11.64.020(B) of this code.

**SECTION 3.** Section 17.04.650 is hereby added to read as follows:

**17.04.650 Smoking Prohibited.**

Smoking shall be prohibited at all parks, except:

1. Smoking shall be permitted by actors who are acting during a permitted production or by models during a permitted photography session, unless otherwise determined by the Director, in consultation with the applicable Fire Official; and

**EXHIBIT 5 con't**

2. Smoking shall be permitted within contract-operated facilities, in designated areas, at the discretion of the Director, in consultation with the operators of said facilities.

[1704035CSCC]